

City of Chicago and FOP Chicago Lodge No. 7
Summary of Comprehensive Tentative Agreement
September 10, 2014

1. Term of Agreement

July 1, 2012 – June 30, 2017

2. Wages

A. Salary Schedule:

Contract Year	Date	Percentage Increase
First Year (7/1/2012-6/30/2013)	7/1/2012	2%
	1/1/2013	2%
Second Year (7/1/2013-6/30/2014)	1/1/2014	2%
Third Year (7/1/2014-6/30/2015)	1/1/2015	1%
Fourth Year (7/1/2015-6/30/2016)	1/1/2016	1%
Fifth Year (7/1/2016-6/30/2017)	7/1/2016	2%
	1/1/2017	1%

B. Retroactivity: For both active officers and retirees, all wage increases are retroactive to July 1, 2012, except that there is no retroactive pay for overtime worked between July 1, 2012, at 12:01 a.m., through June 30, 2013, at 11:59 p.m. Compensatory time cashed out by retirees between July 1, 2012, and June 30, 2013, is retroactive.

The City must make retroactive payments of salary and duty availability within 75 days of City Council ratification and if it does not, then interest at 4.5% per year is owed.

C. Helicopter Pilots: Effective 1/1/15, Helicopter Pilots will get D-2 pay and will not forfeit their grade and pay status, if such status is higher than D-2 pay.

D. Pension Legislation Reopener: If, during the term of the Agreement, Illinois law requires officers to increase their contributions to the Policemen’s Annuity and Benefit Fund, then the Lodge can reopen the Agreement and renegotiate base

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salary, percentage increases, and duty availability pay. If the parties cannot reach an agreement within 90 days, then the dispute goes to interest arbitration.

E. Payment of Wages: No later than July 1, 2015, printed check stubs given to officers on each payday will include the officer's PC number and no personal identifiers. Additionally, officers will have the option of receiving check stubs online.

3. Duty Availability Allowance

A. The duty availability allowance will increase as follows:

<u>Effective Date</u>	<u>Per Quarter</u>
January 1, 2012	\$805
January 1, 2014	\$855
January 1, 2016	\$870
January 1, 2017	\$900

B. Officers hired on or after January 1, 2015, will not receive duty availability pay until they reach Step 5 (after 42 months) of the Salary Schedule.

4. Age 55 Retiree Health Care Benefit

A. Officers who retire on or after age 60 will continue to receive free retiree health care. Officers can retire after age 55 and before age 60 with free retiree health care with an effective date of retirement on or before June 1, 2017. Effective for retirements after June 1, 2017, officers retiring after age 55 and before age 60 must contribute 2% of their annuity.

B. For retirements effective in 2015, at least 100 officers must file for retirement by December 1, 2014. If officers file for retirement on or before October 1, 2014, the effective date of retirement can be as early as January 1, 2015. If officers file for retirement after October 1, 2014, and on or before December 1, 2014, the effective date of retirement can be no earlier than March 1, 2015.

C. For retirements effective in 2016, at least 100 officers must file for retirement by October 1, 2015.

D. For retirements effective in 2017, and each year thereafter, at least 75 officers must file for retirement by October 1, 2017, and each October 1, thereafter.

5. Ambulance Fees

Amend Section 25.3 to provide that retirees and their spouses are exempt from fees for emergency medical services performed by the Chicago Fire Department.

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6. Health Care

A. No City Wellness Program and no change in officers' health care contributions.

B. Changes to the PPO Plan effective January 1, 2015:

- i. The \$600 per year “wellness benefit” is eliminated and is replaced by the preventive care benefits required by federal law. Such benefits are covered at 100%, without payment of a co-payment or coinsurance, if they are provided in-network. There is no coverage for services provided out of network. Examples of preventive services include: screening for colorectal cancer, cervical cancer, lung cancer, breast cancer, diabetes, cholesterol, depression, autism, and STDs.
- ii. Outpatient Speech and Occupational Therapy services provided in-network are no longer be subject to co-insurance or the deductible and instead are subject to a \$20 co-payment per visit. Services related to acquisition of function are now a covered benefit. These services will continue to be subject to medical necessity review as they are today.
- iii. The exclusion of coverage for self-inflicted injuries and the lifetime maximum are now eliminated.
- iv. Officers and their spouses and eligible dependents will be eligible to participate, on a voluntary basis, in the Diabetes and Maternity Management Programs.

C. Changes to the PPO Plan effective January 1, 2017:

	Current PPO Plan – Without Subscriber Share*	Tier 1 – With Subscriber Share*	Tier 2 – With Subscriber Share*	Tier 3/Out-of-Network
Individual Deductible	\$350	\$300	\$350	\$1,500 (no change)
Individual Out of Pocket Limit	\$1,500	\$1,000	\$1,500	\$3,500 (no change)
Family Deductible	\$1,050	\$900	\$1,050	\$3,000 (no change)
Family Out of Pocket Limit	\$3,000	\$2,000	\$3,000	\$7,000 (no change)
Coinsurance	90%/10%	90%/10%	75%/25%	60%/40% (no change)
Office Visit Co-Pay (Preventive/Primary/Specialist)	N/A	\$0/\$20/\$30	\$0/\$25/\$35	Preventive not covered. Primary/Specialist subject to co-insurance
Emergency Room Co-Pay(unless admitted)	\$100	\$150	\$150	\$150 (increased from \$100)

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* “Subscriber share” means that discounts that Blue Cross Blue Shield obtains from its contracted providers are shared between the plan sponsor and the covered member (the Subscriber). When claims are adjusted, the amount of any estimated discount is subtracted from the allowable amount before the plan of benefits is applied.

- i. Medically necessary specified organ transplants and bariatric surgery must be performed at a Blue Cross “Center of Distinction” to be covered. These Centers have specialized organ transplant teams and have success rates that are higher than other hospitals. The City must provide to the Lodge and officers a list of “Centers of Distinction,” including the specific procedure(s) for which they are recognized, and must provide sixty (60) days’ advance, written notice of any change in such list.
- ii. Medically necessary out-patient MRI, PET and CT scans will be paid at 100% (currently 90%/10% co-insurance) if the scan is obtained at a free-standing (non-hospital) facility and not billed by a hospital; otherwise subject to deductible and 90%/10% co-insurance. All scans must be pre-authorized by the vendor designated by the City. The City must provide to the Lodge and officers a list of approved free-standing facilities and must provide sixty (60) days’ advance, written notice of any change in such list.
- iii. Medically necessary outpatient diagnostic laboratory tests performed by an independent in-network lab (a non-hospital, such as Quest) and not billed by a hospital will be paid by the Plan at 100% (currently 90%/10% co-insurance); otherwise subject to deductible and 90%/10% co-insurance. The City will provide to the Lodge and officers a list of approved in-network labs and will provide sixty (60) days’ advance, written notice of any change in such list.
- iv. Prescription drugs: after third refill at retail, subsequent refills are obtained either through mail order at the applicable co-payment schedule or, if the subsequent refills are obtained at retail, the member pays double the co-payment at retail. Provisions of the Caremark Advanced Control Formulary (or its successor) apply. The City must provide the Lodge and officers with the specific provisions of the Advanced Control Formulary and must provide sixty (60) days’ advance, written notice of any change in the Advanced Control Formulary.

D. Changes to the HMO Plan effective January 1, 2017:

- i. Effective January 1, 2017, co-pays for office visits will be \$25 for a primary care physician and \$35 for a specialist (currently \$20).
- ii. Effective January 1, 2017, the Emergency Room co-payment is \$150. The Emergency Room co-payment is waived if the individual is admitted as an in-patient.

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7. Health Fairs

The City will continue to provide the Lodge with \$75,000 for calendar years 2014, 2015, 2016, and 2017, for the sole purpose of sponsoring health fairs for its members.

8. Procedures for Injury on Duty and Recurrence Claims

A. Doctor Selection from List. An officer who is certified as injured on duty chooses a doctor from a list provided by the City and is referred to that doctor by the Medical Services Section. Amend Appendix N to clarify that the officer has access to the entire list of physicians, not just a group of three randomly selected physicians.

B. Procedure and Extending Period of Full Pay and Benefits. The procedure by which it is determined if an officer has a recurrence of an injury on duty can be slow and often results in the officer exhausting his/her 12 months of full pay and benefits before there is a final determination. Amend Appendix N to address both of these issues, as follows:

- i. The City has agreed to “stop the clock” – i.e. extend the 12 months of full pay and benefits – pending a final determination that there is a recurrence of an injury on duty.
- ii. The procedure is also being streamlined. Rather than be evaluated by up to three doctors from the list (which is the current procedure), an officer who claims a recurrence of an injury on duty would be evaluated by one doctor from the list. If the parties do not agree on that doctor’s determination, the officer will select a doctor from a list for an Independent Medical Examination (“IME”). Although the IME doctor is not the officer’s doctor and there is no doctor-patient relationship, the IME doctor must examine the officer and must consider all documents and medical records considered by the prior doctor and the prior doctor’s finding. The IME doctor’s report must specify the reasons for the finding and must be supported by the evidence in the documents and medical records.

9. Furlough

A. Furlough Schedule: Effective January 1, 2016, officers will move through the furlough schedule one year faster at each step of the schedule, as follows:

<u>Years of Service</u>	<u>Furlough Days</u>
1 but less than 4 years (currently 1 to 5 years)	20 Straight Days
4 but less than 9 years (currently 5 to 10 years)	24 Straight Days
9 but less than 14 years (currently 10 to 15 years)	22 Working Days
14 years or more (currently 15 years or more)	25 Working Days

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B. Furlough by Watch: Effective upon ratification, officers will select furlough within the unit on the basis of seniority among the officers on the officer's assigned watch.

10. Time Due

The Department recognizes that, while maintaining sufficient manpower is critical to achieving its mission, officers have a countervailing concern regarding the use of elective time, which allows officers to cope with job related stress and spend quality time with family and friends. Accordingly, for officers assigned to District Law Enforcement, the Department will comply with an officer's request to use Elective Time (compensatory time, personal days, and baby furlough days), the approval of which shall not be unreasonably denied. The parties already have had significant discussions regarding the use of Elective Time and will form a committee for the purpose of establishing a minimum set percentage of officers who can use Elective Time and the Department will provide the Lodge with quarterly numbers regarding officers who were granted and denied the use of Elective Time.

11. Police Department Vehicles

The City recognizes that it has a shared interest with the Lodge in having a fleet of vehicles that will allow the Department to complete its mission. Accordingly, the City has represented to the Lodge that it intends to purchase 400 new vehicles by December 31, 2014, and that it intends to purchase, on average, 200 new vehicles each year during the term of the Agreement, beginning in 2015. The parties will form a committee to review protocols on the repair, maintenance, and mandatory retirement of vehicles.

12. Accused and Witness Officers and Disciplinary Investigations

A. Multiple Interviewers: The following applies to both accused and witness officers. Unless the parties agree otherwise, no more than two members of IPRA or IAD will be present during questioning. One interviewer will be the designated primary interviewer. A secondary interviewer may participate in the interview, provided that the secondary interviewer must be present for the entire interview. The secondary interviewer cannot ask any questions until the primary interviewer has finished asking questions and invites the secondary interviewer to ask questions. Generally, the secondary interviewer will ask only follow-up questions for clarification purposes. The primary interviewer will not ask any questions until the secondary interviewer has finished asking questions and invites the primary interviewer to ask follow-up questions.

B. Video, Audio, and Rule 14 Violations. The following applies to both accused and witness officers. If, prior to taking an officer's statement, the City, IPRA, or IAD is in possession of video or audio evidence relevant to the matter under investigation, it may, in its discretion, elect to advise or not to advise the officer of

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such fact and, further, may allow or not allow the officer an opportunity to review the video or audio evidence prior to taking the officer's statement. An officer who is not allowed to review the video or audio evidence prior to giving a statement cannot be charged with a Rule 14 violation unless the officer has been presented with the video or audio evidence and given the opportunity to clarify and amend the officer's original statement. The City cannot charge an officer with a Rule 14 violation unless it has determined that: (1) the officer willfully made a false statement; and (2) the false statement was made about a fact that was material to the incident under investigation.

- C. Accused Officers Relieved of Police Powers. When the Department relieves an officer of police powers, except in instances involving confidential investigations, the Department must give the officer written notice, at the time the officer is relieved of police powers, of the category of the allegations that caused the officer to be relieved of police powers.
- D. Witness Officers in Shooting Cases. The following applies to witness officers. As is the case with accused officers in shooting cases, if a witness officer advances a claim that he or she is physically or emotionally unable to provide a statement within the two hour time period, then IPRA will deal with such claims on an individual basis, making a reasonable inquiry into the reasons for the officer's claim, and accepting at face value all good faith claims of an officer's inability to provide a statement.

13. Reprimands and Suspensions

- A. Removal from Officer's Disciplinary History. Reprimands and suspensions of one (1) to five (5) days will be removed from an officer's disciplinary history effective three (3) years from the last date of suspension or the date of reprimand, or five (5) years from the date of the incident, whichever is earlier.
- B. Suspensions Not Served Until Ruling. For reprimands and suspensions up to 365 days, officers will not be required to serve the recommended suspension, and the reprimand will not be entered on the officer's record until there is a ruling through the summary opinion process, arbitration, or by the Police Board.
- C. Reprimands and Suspensions from 1 to 10 Days. Officers can either file for a summary opinion or accept the recommendation.
- D. Suspensions from 11 to 30 Days. Officers can file a grievance, file for a summary opinion, accept the recommendation, or go to the Police Board.
- E. Suspensions from 31 to 365 Days. Officers can go to the Police Board, file a grievance, or accept the recommendation.

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14. Mediation and Expedited Arbitration

- A. Mediation.** The parties can mediate the resolution of CR investigations at any time during an investigation (currently only before the accused officer gives a statement). The parties have agreed to continue a pilot mediation program implemented in May, 2013, which provides a procedure for contract interpretation grievances to be mediated on a quarterly basis. Any settlements are binding regarding that particular grievance but are non-precedential.
- B. Expedited Arbitration.** For grievances challenging suspensions of 11 to 365 days, the parties will select an arbitrator and request a hearing date within 60 days. If the arbitrator cannot provide a hearing date within 60 days, the parties will select another arbitrator. If the Lodge refuses a hearing date within 60 days of the appointment of the arbitrator, or if the Lodge is not ready to proceed on a scheduled hearing date, then the officer will be required to serve the suspension before the arbitrator rules on the merits of the grievance.

15. Administration of Summary Punishment

Currently, an officer can elect to take days off without pay or to use accumulated elective time to satisfy summary punishment (suspensions from one to three days). Section 7.1 is being amended to provide that summary punishment will be satisfied by deducting the equivalent of days off without pay from the officer's compensatory time or, at the officer's discretion, from the officer's furlough, personal days, or baby furlough days. In all instances, eight hours of accumulated elective time will equal one day off without pay.

16. Educational Reimbursement

- A. Reduction in Reimbursement for Graduate Programs.** Effective for officers first enrolled in graduate programs (including but not limited to any advanced or professional degree programs) on or after September 1, 2016, reimbursement will be 75% (currently 100%) for Grade "A" and 50% for Grade "B" and other grades classified by the school as passing (currently 75%).
- B. Offset for Scholarships/Discounts for Graduate Programs.** Currently, the City provides reimbursement after the full cost of tuition has been reduced by any scholarships, grants, or discounts. Effective for officers first enrolled in graduate programs (including but not limited to any advanced or professional degree programs) on or after September 1, 2016, the City must provide reimbursement based on the full cost of tuition, before applying any scholarships, grants, reduced tuition, discounts, or other funds; provided, however, that any scholarships, grants, reduced tuition, discounts, or other funds must not be of general applicability to all other students, but must be specific to the officer's unique achievements or qualities or applicable only to officers or public safety employees.
- C.** There are no other changes to educational reimbursement.

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17. Holidays

- A. CAPS Day. Effective upon ratification, Community/Police Partnership Day will be referred to as Police Memorial Day and will be the Last Saturday in April (changed from April 29th).
- B. Holiday Assignment. Amend Section 23.7 to provide that, when operational considerations require limitations on the number of officers who can be given the holiday as a day off, the most senior officers will be given the option to take a holiday as a day off, provided the request is submitted seven days before the holiday.

18. Honor Guard

- A. No Loss of Pay. Officers in the Honor Guard will be excused from their regular duties without loss of pay if they are scheduled to work on a day on which the Honor Guard has been designated to perform duties at an event, including any approved day of travel to and from the event when the event is located outside of the local area.
- B. Travel Reimbursement. When officers who are members of the Honor Guard have been approved to travel out of town for an Honor Guard event, they will be eligible for reimbursement of travel, lodging, meals and incidental expenses in accordance with the City of Chicago Travel Guidelines in effect for City employees.
- C. Annual Stipend. The City will provide up to \$30,000 per year, beginning in January 1, 2015, to reimburse the Honor Guard for additional expenses that are necessarily and legitimately incurred.

19. Military Leave

Amend Section 30.2 to provide that the City acknowledges and agrees that, in the event local, Illinois or Federal law, as such laws may be amended from time to time, mandates greater benefits than as set forth in this Section, the City will apply the provisions of such law(s) to officers.

20. Life Insurance

- A. Amend Section 25.1 to comply with current practice, which is that officers do not have to complete the enrollment formset in order to qualify for coverage in the Basic Group Term Life Plan life insurance.
- B. Amend Section 25.1 to comply with current practice, which is that officers can purchase up to ten times the officer's annual salary, rounded up to the next multiple of \$1,000, not to exceed \$1,500,000.

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21. Work Day and Work Week

Amend Section 20.1 to clarify that an officer's normal work day and work week is no longer 8 hours and 40 hours, respectively.

22. Photo Dissemination and Media Information Restrictions

Amend Sections 6.4 and 6.9 to provide that, where required by law, the City may make available to the media a photo of an officer under investigation and the identity of an officer under investigation prior to criminal conviction or a decision by the Police Board.

23. FTO Program and Bomb Technician Work Schedules

The parties will establish a committee to review and study ways to improve the FTO program and the work schedule for Bomb Technicians.

24. Overtime for Pre-Planned Events

Notice of such events will be posted in the CO book and not on the unit bulletin board.

25. Details

Amend Section 23.11 to provide that when the City designates a unit to provide personnel to fill any detail by reverse seniority, all officers that have been detailed into that unit for more than 90 days will be included as though they were assigned to the unit.

26. Vocational Training

During each year of the Agreement, the City will continue to offer a vocational training program for officers who receive duty or occupational disability benefits.

27. Seniority List

Amend Section 23.4 to provide that the City will provide the Lodge with a seniority list that can be sorted by seniority/name on the Department's computerized database.

28. Lodge Presentation at Orientation

Amend Section 3.2 to provide that the City will provide the Lodge with notice of a class of new officers and will provide the Lodge with access to the new officers on the day that officers are presented with benefits information.

29. Drafting Subcommittee

The parties have established a drafting subcommittee to identify proposed drafting changes, which will not be substantive and will be confined to deleting outdated terms and updating language, to the collective bargaining agreement.